

Exhibit 21

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK: COMMERCIAL DIVISION**

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GVS Portfolio I B, LLC,	:	
	:	Index No.: 654095/2020
Plaintiff,	:	
	:	Motion Seq. No. 001
-v-	:	
	:	Hon. Andrea Masley -- Part 48
TEACHERS INSURANCE AND ANNUITY	:	
ASSOCIATION OF AMERICA,	:	
Defendant.	:	STIPULATION REGARDING
	:	TERMS OF UCC SALE,
	:	NOTICE OF UCC SALE AND
	:	CONFIDENTIALITY
	X	AGREEMENT

WHEREAS, Defendant Teachers Insurance Annuity Association of America (“Lender”) initially noticed a UCC foreclosure sale of 100% of the limited liability company membership interests in GVS Portfolio I, LLC, a Delaware limited liability company, together with certain rights and property representing, relating to, or arising therefrom (the “Collateral”), for September 3, 2020.

WHEREAS, on August 28, 2020, GVS Portfolio I B, LLC (“Borrower”) filed a motion for a preliminary injunction, *inter alia*, enjoining the Sale;

WHEREAS, on September 18, 2020, the Court granted Borrower’s motion for a preliminary injunction (“Decision and Order”), and further directed the parties to (i) meet and confer as to the notice of sale and terms of the sale; (ii) submit a stipulation to the Court by October 2, 2020, setting forth areas of agreement; and (iii) submit a brief letter to the Court identifying any areas of disagreement that remain;

WHEREAS, the parties agreed to extend the time to submit such stipulation to the Court to October 5, 2020 in order to complete their meet and confer as to the notice of sale and terms of sale, and notified the Court of such agreement on October 2, 2020;

WHEREAS, the Court approved the parties requested extension by email on October 5, 2020;

WHEREAS, counsel for the parties have met and conferred and reached consensus as to certain of the requirements of the notice of sale and terms of sale in connection with a UCC sale of the Collateral; and

WHEREAS, the parties have been unable to reach agreement on the date of the UCC Sale and the length and commencement date of the marketing period for the UCC Sale, which will be addressed in separate letters submitted to Court.

IT IS HEREBY STIPULATED AND AGREED by the undersigned attorneys for the parties in this action as follows:

1. The parties agree to the form of the UCC Public Sale Notice (attached as Exhibit A), Notice to and Undertaking by Recipients and Confidentiality Agreement (attached as Exhibit B) and the Terms of Sale for Public Auction (“Terms of Sale”) (attached as Exhibit C).
2. The parties also agree that:
 - a. Prospective bidders may speak with the Borrower in connection with the UCC sale and/or team up with Borrower to place a bid.
 - b. Borrower is permitted to observe the UCC sale.
 - c. Borrower and/or its affiliates are permitted to bid at the UCC sale in accordance with the provisions of the Terms of Sale applicable to Borrower.
 - d. Borrower shall not be required to execute a confidentiality agreement to access the Datasite (as defined below) or participate in the UCC sale.

- e. The UCC sale shall be advertised for seven (7) consecutive days, prior to the date that prospective bidders must submit a Participation Statements (as that term is defined in the Terms of Sale), in either The New York Times or The Wall Street Journal.
- f. The UCC sale shall not be scheduled during the week of a national holiday.
- g. Lender shall upload the December 2019 appraisal prepared by Newmark Knight Frank to the JLL Capital Markets' secure data room containing information on the UCC sale for potential purchasers (the "Datasite").
- h. Lender shall upload any documents Borrower requests be posted to the Datasite, provided such documents are provided by Borrower to Lender no later than November 9, 2020. The foregoing shall not restrict any right Lender may have to publish the UCC Public Sale Notice and provide prospective bidders access to the Datasite prior to November 9, 2020.
- i. If Borrower believes there to be any misleading or inaccurate documentation in the Datasite, Borrower will provide written notice to Lender's counsel identifying the misleading or inaccurate documentation, and if Lender agrees, which agreement shall not be unreasonably withheld, Lender will correct such misleading or inaccurate information in the Datasite.
- j. Lender shall update the marketing book in the Datasite to reflect full year 2019 financial information.
- k. Borrower will permit prospective bidders to access the 64 self-storage properties indirectly owned by the Borrower consistent with applicable state, city and local rules governing travel and access to facilities in light of the ongoing COVID-19 pandemic, so long as Borrower is provided reasonable prior notice which shall be no shorter than three (3) business days.
- l. Lender shall comply with 2(g) and 2(j) above, before publishing the UCC Public Sale Notice.

3. Nothing herein is intended to negate, modify or affect in any way Lender's obligation, pursuant to Section 9-610 of New York's Uniform Commercial Code, to conduct all aspects of the sale or disposition of the Collateral in a commercially reasonable manner. All parties reserve all rights and remedies available at law and in equity.

Dated: New York, New York
October 5, 2020

MORRISON COHEN LLP

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